

FILE BY FAX

1 Andre Y. Bates, Esq., State Bar No. 178170  
2 MARRON & ASSOCIATES  
3 111 W. Ocean Blvd.  
4 Suite 1925  
5 Long Beach, CA 90802  
6 Telephone (562) 432-7422  
7 Facsimile (562) 432-8682  
8 abates@marronlaw.com  
9  
10 Attorneys for Defendants SuperShuttle  
11 International, Inc.; SuperShuttle Franchise  
12 Corporation, and Veolia Transportation  
13 Services, Inc.

ORIGINAL

E-filing

FILED C

JUN 17 2008

RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND

14 ROOSEVELT KAIRY, LARRY BROWN,  
15 WAYNE DICKSON, AND DRAKE OSMUN,  
16 on behalf of themselves, all other similarly  
17 situated, and the general public.,,

18 Plaintiffs,  
19 vs.

20 SUPERSHUTTLE INTERNATIONAL, INC.;  
21 SUPERSHUTTLE FRANCHISE  
22 CORPORATION, AND VEOLIA  
23 TRANSPORTATION SERVICES, INC., dba  
24 SUPERSHUTTLE, AND DOES 1 through 20,  
25 inclusive,

26 Defendants.

ADR

MEJ

CO8-02993

Case No.:

**DECLARATION OF ANDRE Y. BATES  
IN SUPPORT OF NOTICE OF  
REMOVAL**

[Filed Concurrently with Notice of Removal  
of Defendant SuperShuttle International,  
Inc. and Declaration of Judy Roberson in  
Support of Removal]

1 I, Andre Y. Bates, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California and admitted to  
3 practice in the United States District Court for the Northern District of California. I am an  
4 associate with the law firm of Marron & Associates, counsel of record for defendants SuperShuttle  
5 International, Inc., SuperShuttle Franchise Corporation and Veolia Transportation Services, Inc.  
6 (collectively "Defendants") in this action. By virtue of my representation of Defendants, I have  
7 have personal knowledge of the facts set forth below and could and would competently testify to  
8 those facts if called to do so.

9  
10 2. I have reviewed the complaint in this case as well as the declaration of Judy  
11 Robertson submitted in support of SuperShuttle International's Notice of Removal.

12 3. I have calculated Plaintiffs' alleged damages based on the allegations in the  
13 complaint for the Second and Seventh causes of action. SuperShuttle International specifically  
14 denies that Plaintiff is entitled to any relief whatsoever, these calculations are made solely for the  
15 purposes of determining compliance with the amount in controversy requirement contained in 28  
16 U.S.C. §1332 (d)(2).

17 4. I have generally calculated the alleged statutory damages for Plaintiffs for the  
18 Second and Seventh causes of action for the period of May 8, 2004 to the present. These  
19 calculations are based on Plaintiffs' position that the four-year statute of limitations under  
20 California Business and Professions Code Section 17200 et al. is applicable to their claims for  
21 alleged violations of the California Labor Code. SuperShuttle International specifically denies  
22 that the four year statute of limitations applies to these alleged violations.

23 5. Plaintiffs' Second Cause of Action for Unlawful Deductions from Wages pursuant  
24 to California Labor Code Sections 221 and 223 provides for statutory penalties to be calculated as  
25  
26

1 follows pursuant to Labor Code Section 225.5: \$100 penalty for initial violation times total  
 2 number of putative class members (732), \$73,200; plus \$200 for each subsequent violation per pay  
 3 period, times the number of assumed pay periods per year ,times the number of franchisees per  
 4 year (for 2004: \$200 x 228 drivers x 14 pay periods; for 2005: \$200 x 230 drivers x 24 pay  
 5 periods; for 2006: \$200 x 317 drivers x 24 pay periods; for 2007: \$200 x 330 drivers x 24 pay  
 6 periods; for 2008: \$200 x 328 drivers x 9 pay periods) for a total of \$5,390,400.  
 7

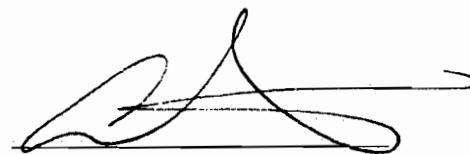
8       6. Plaintiffs' Seventh Cause of Action for Failure to Furnish Accurate Wage  
 9 Statements pursuant to California Labor Code Sections 226 provides for statutory penalties of  
 10 "fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars  
 11 (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate  
 12 penalty of four thousand dollars (\$4,000)." Damages under this section would be between  
 13 \$2,928,000 and \$2,670,350, calculated as follows: it is assumed that every putative class member  
 14 is entitled to the maximum penalty of \$4,000, the total amount of damages under this section  
 15 would be \$2,928,000. The lower figure of \$2,670,350 is arrived at by taking the number of  
 16 drivers each year, multiplying that number by \$50 (for 2004: \$50 x 228 drivers; for 2005: \$50 x  
 17 230 drivers; for 2006: \$50 x 317 drivers; for 2007: \$50 x 330 drivers; for 2008: \$50 x 328 drivers)  
 18 for a total of \$71,150, that amount is added to the amount of \$100 x the number of drivers each  
 19 year x the remaining number of pay periods (for 2004: \$100 x 228 drivers x 13 pay periods; for  
 20 2005: \$100 x 230 drivers x 23 pay periods; for 2006: \$100 x 317 drivers x 23 pay periods; for  
 21 2007: \$100 x 330 drivers x 23 pay periods; for 2008: \$100 x 328 drivers x 8 pay periods), totaling  
 22 \$2,575,700.  
 23  
 24

25       7. The statutory damages sought by Plaintiffs in the Second and Seventh Causes of  
 26 action alone total between \$8,108,750 and \$8,366,400. These calculations above do not take into  
 27  
 28

1 consideration any of the other damages sought by Plaintiffs in their eight remaining causes of  
2 action and no calculation has been attempted in light of the fact that the jurisdictional minimum  
3 amount in controversy is satisfied by the foregoing.

4 I declare, under penalty of perjury under the laws of the United States of America that the  
5 foregoing is true and correct.  
6

7 Executed this 17<sup>th</sup> day of June, 2008 in Long Beach, California.  
8



9 Andre Y. Bates  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28